

0024



C/015/009 incoming  
C/015/0017  
C/015/0018  
C/015/0019

1407 W. North Temple, Suite 310  
Salt Lake City, UT 84116

**HAND DELIVERED**

August 27, 2009

Daron Haddock  
Environmental Manager  
Division of Oil, Gas & Mining  
Utah Department of Natural Resources  
1594 West North Temple - Suite 1210  
P.O. Box 145801  
Salt Lake City, Utah 84114-145801

**RE:** *Certificates of Liability Insurance, Policy No.X0720A1A09,  
Des-Bee-Dove Mine C/015/0017, Deer Creek Mine C/015/0018,  
Cottonwood Mine C/015/0019, Trail Mountain Mine C/015/0009  
Policy Period from 8-28-2009 to 8-28-2010; Folder #2, Emery County, Utah*

Dear Daron:

Enclosed are replacement liability insurance certificates for the referenced coal mine operations for the policy period of 8-28-2009 to 8-28-2010. Should you have any questions or need any additional information, please feel free to contact me at 801-220-4612.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott M. Child".

Scott M. Child  
Manager, Lands & Regulatory Affairs

Enclosures

SMC\EnergyWest\DOGM 2009-03(certs).doc

cc: C. Crane – IMC w/copy encl.  
E. Snow, K. Fleck, D. Oakley – EWMC w/copy encl.  
J. Rothenhoefer – LCT 1800 w/copy encl.

**RECEIVED**

**AUG 27 2009**

**DIV. OF OIL, GAS & MINING**

**ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED**

Hamilton, Bermuda

**CERTIFICATE OF INSURANCE**  
(Excess Liability)

This Certificate is furnished to the Certificate Holder named below as a matter of information only. Neither this Certificate nor the issuance hereof modifies the policy of insurance identified below (the "Policy") in any manner. The Policy terms are solely as stated in the Policy or in any endorsement thereto. Any amendment, change or extension of the Policy can only be effected by a specific endorsement issued by the Company and attached to the Policy.

The undersigned hereby certifies that the Policy has been issued by Associated Electric & Gas Insurance Services Limited (the "Company") to the Named Insured identified below for the coverage described and for the policy period specified.

Notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this Certificate may be issued or to which it may pertain, the insurance afforded by the Policy is subject to all of the terms of the Policy.

**NAME OF INSURED:** PacifiCorp dba Pacific Power, Rocky Mountain Power and PacifiCorp Energy

**PRINCIPAL ADDRESS:** 825 NE Multnomah, #1800, Portland, Oregon 97232

**POLICY NUMBER:** X0720A1A09      **POLICY**    **From:** August 28, 2009  
**PERIOD:**    **To:** August 28, 2010

**DESCRIPTION OF COVERAGE:** Claims-First-Made Excess Liability Policy covering claims for Bodily Injury, Property Damage and Personal Injury arising from the operations described below.

**LIMIT OF LIABILITY:** \$ 20,000,000 per occurrence and in the aggregate, where applicable.

**ADDITIONAL INSURED:** The Certificate Holder is an additional Insured under the Policy but only:  
(i) to such extent and for such Limits of Liability (subject always to the terms and Limits of Liability of the Policy) as the Named Insured has agreed to provide insurance for the Certificate Holder under the following contract:  
**Des/Bee/Dove: C/015/0017**  
and (ii) with respect to the following operations:  
**Damage due to the use of explosives and subsidence is covered. Insurance Company will notify State of Utah of any changes or cancellation.**

Should the Policy be cancelled, assigned or changed in a manner that is materially adverse to the Insured(s) under the Policy, the undersigned will endeavor to give 45 days advance written notice thereof to the Certificate Holder, but failure to give such notice will impose no obligation or liability of any kind upon the Company, the undersigned or any agent or representative of either.

**DATE:** July 21, 2009

**ISSUED TO:** The State of Utah, Dept. of Natural Resources      ("Certificate Holder")  
Division of Oil, Gas & Mining

**ADDRESS:** 1594 West North Temple, Suite 1210, Salt Lake City, UT 84114-5801

Certified Original Copy  
Signed by Steven E. Verbeski, Agent of Record

AEGIS INSURANCE SERVICES, INC.



BY:



At East Rutherford, New Jersey

**CERTIFICATE OF LIABILITY INSURANCE**

**Issued to:  
State of Utah  
Department of Natural Resources  
Division of Oil, Gas, and Mining**

THIS IS TO CERTIFY THAT:

Associated Electric & Gas Insurance Services Limited  
(Name of Insurance Company)

ARGUS Insurance Building, 12 Wesley St. P.O. Box BM 1064, Hamilton, Bermuda  
(Home Office Address of Insurance Company)

HAS ISSUED TO:

PacifiCorp ( Successor in interest to Utah Power & Light)  
(Name of Permittee)

DES/BEE/DOVE  
(Mine Name)

C/015/0017  
(Permit Number)

CERTIFICATE OF INSURANCE:

X0720A1A09  
(Policy Number)

8/28/2009- 8/28/2010  
(Effective Date)

UNDER THE FOLLOWING TERMS AND CONDITIONS:

Per R645-301-890 Terms and Conditions for Liability Insurance:

- A. The DIVISION Shall require the PERMITTEE to submit as part of its permit application a certificate issued by an insurance company authorized to do business in the State of Utah certifying that the applicant has a public liability insurance policy in force for the surface coal mining and reclamation operations for which the permit is sought. Such policy shall provide for personal injury and property damage protection in an amount adequate to compensate any person's injury or property damage as a result of the surface coal mining and reclamation operations, including the use of explosives and who are entitled to compensation under the applicable provisions of state law. Minimum insurance coverage for bodily injury and property damage shall be \$300,000 for each occurrence and \$500,000 aggregate.
- B. The policy shall be maintained in full force during the life of the permit or any renewal thereof, including the liability period necessary to complete all reclamation operations under this chapter.

- C. The policy shall include a rider requiring that the insurer notify the Division whenever substantive changes are made in the policy including any termination or failure to renew.

**IN ACCORDANCE WITH THE ABOVE TERMS AND CONDITIONS**, and the Utah Code Annotated 40-10-1 et seq., the Insurance Company hereby attests to the fact that coverage for said Permit Application is in accordance with the requirements of the State of Utah and agrees to notify the Division of Oil, Gas, and Mining in writing of any substantive changes, including cancellation, failure to renew, or other material change. No change shall be effective until at least thirty (30) days after such notice is received by the Division. Any change unauthorized by the Division is considered breach of the RECLAMATION AGREEMENT and the Division may pursue remedies thereunder.

**UNDERWRITING AGENT:**

Mel Butts  
(Agent's Name)

201-508-2779  
(Phone)

AEGIS Insurance Services  
(Company Agent's Name)

1 Meadowlands Plaza  
(Mailing Address)

East Rutherford, NJ 07073  
(City, State, Zip Code)

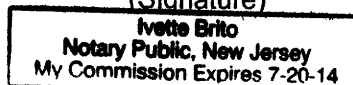
The undersigned affirms that the above information is true and complete to the best of his/her knowledge and belief, and that he or she is an authorized representative of the above-named insurance company. (An Affidavit of Qualification must be completed and attached to this form for each authorized agent of officer).

8/20/09  
(Date, Signature and Title of Authorized Agent of Insurance Company)

Signed and sworn before me by Mel Butts

This 20<sup>th</sup> day of August, 2009

[Signature]  
(Signature)



My commission Expires:

(Date)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/21/2009

<b>PRODUCER</b> Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA  PHONE - (402) 697-1400 FAX - (402) 697-1594		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> PacifiCorp db Pacific Power, Rocky Mountain Power and PacifiCorp Energy 825 NE Multnomah, #1800 Portland OR 97232 USA		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Assoc Electric & Gas Ins Serv Ltd -AEGIS	00152L
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

Holder Identifier :

**COVERAGES**

SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

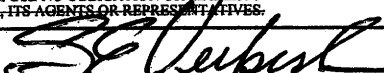
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X0720A1A09 \$35M Excess Liability	08/28/2009	08/28/2010	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC	
						AGG	
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	X0720A1A09 \$35M Excess Liability	08/28/2009	08/28/2010	EACH OCCURRENCE	\$35,000,000
						AGGREGATE	\$35,000,000
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
		<b>OTHER</b>					

Certificate No : 570035845242

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Damage due to the use of explosives and subsidence is covered. Insurance Company will notify the state of Utah of any changes or cancellation.  
Re: DES/BEE/DOVE: C/015/0017

**CERTIFICATE HOLDER****CANCELLATION**

State of Utah, Dept of Natural Resources, Division of Oil, Gas & Mining 1594 W. North Temple, Ste. 1210 Salt Lake City UT 84180-1203 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
--	---

**ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED**

Hamilton, Bermuda

**CERTIFICATE OF INSURANCE**  
(Excess Liability)

This Certificate is furnished to the Certificate Holder named below as a matter of information only. Neither this Certificate nor the issuance hereof modifies the policy of insurance identified below (the "Policy") in any manner. The Policy terms are solely as stated in the Policy or in any endorsement thereto. Any amendment, change or extension of the Policy can only be effected by a specific endorsement issued by the Company and attached to the Policy.

The undersigned hereby certifies that the Policy has been issued by Associated Electric & Gas Insurance Services Limited (the "Company") to the Named Insured identified below for the coverage described and for the policy period specified.

Notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this Certificate may be issued or to which it may pertain, the insurance afforded by the Policy is subject to all of the terms of the Policy.

**NAME OF INSURED:** PacifiCorp dba Pacific Power, Rocky Mountain Power and PacifiCorp Energy

**PRINCIPAL ADDRESS:** 825 NE Multnomah, #1800, Portland, Oregon 97232

**POLICY NUMBER:** X0720A1A09  
**POLICY From:** August 28, 2009  
**PERIOD To:** August 28, 2010

**DESCRIPTION OF COVERAGE:** Excess Liability Policy covering claims for Bodily Injury, Property Damage and Personal Injury arising from the operations described below.

**LIMIT OF LIABILITY:** \$ 20,000,000 per occurrence and in the aggregate, where applicable.

**ADDITIONAL INSURED:** The Certificate Holder is an additional Insured under the Policy but only:  
(i) to such extent and for such Limits of Liability (subject always to the terms and Limits of Liability of the Policy) as the Named Insured has agreed to provide insurance for the Certificate Holder under the following contract:  
**Deer Creek: C/015/0018**  
and (ii) with respect to the following operations:  
**Damage due to the use of explosives and subsidence is covered. Insurance Company will notify State of Utah of any changes or cancellation.**

Should the Policy be cancelled, assigned or changed in a manner that is materially adverse to the Insured(s) under the Policy, the undersigned will endeavor to give 45 days advance written notice thereof to the Certificate Holder, but failure to give such notice will impose no obligation or liability of any kind upon the Company, the undersigned or any agent or representative of either.

**DATE:** July 21, 2009

**ISSUED TO:** The State of Utah, Dept. of Natural Resources ("Certificate Holder")  
Division of Oil, Gas & Mining


**ADDRESS:** 1594 West North Temple, Suite 1210, Salt Lake City, UT 84114-5801

Certified Original Copy  
Signed by Steven E. Verbeski, Agent of Record

AEGIS INSURANCE SERVICES, INC.



BY:

  
At East Rutherford, New Jersey

**CERTIFICATE OF LIABILITY INSURANCE**

**Issued to:**  
**State of Utah**  
**Department of Natural Resources**  
**Division of Oil, Gas, and Mining**

THIS IS TO CERTIFY THAT:

Associated Electric & Gas Insurance Services Limited  
(Name of Insurance Company)

ARGUS Insurance Building, 12 Wesley St. P.O. Box BM 1064, Hamilton, Bermuda  
(Home Office Address of Insurance Company)

HAS ISSUED TO:

PacifiCorp ( Successor in interest to Utah Power & Light)  
(Name of Permittee)

DEER CREEK  
(Mine Name)

C/015/0018  
(Permit Number)

CERTIFICATE OF INSURANCE:

X0720A1A09  
(Policy Number)

8/28/2009– 8/28/2010  
(Effective Date)

UNDER THE FOLLOWING TERMS AND CONDITIONS:

Per R645-301-890 Terms and Conditions for Liability Insurance:

- A. The DIVISION Shall require the PERMITTEE to submit as part of its permit application a certificate issued by an insurance company authorized to do business in the State of Utah certifying that the applicant has a public liability insurance policy in force for the surface coal mining and reclamation operations for which the permit is sought. Such policy shall provide for personal injury and property damage protection in an amount adequate to compensate any person's injury or property damage as a result of the surface coal mining and reclamation operations, including the use of explosives and who are entitled to compensation under the applicable provisions of state law. Minimum insurance coverage for bodily injury and property damage shall be \$300,000 for each occurrence and \$500,000 aggregate.
- B. The policy shall be maintained in full force during the life of the permit or any renewal thereof, including the liability period necessary to complete all reclamation operations under this chapter.

- C. The policy shall include a rider requiring that the insurer notify the Division whenever substantive changes are made in the policy including any termination or failure to renew.

**IN ACCORDANCE WITH THE ABOVE TERMS AND CONDITIONS**, and the Utah Code Annotated 40-10-1 et seq., the Insurance Company hereby attests to the fact that coverage for said Permit Application is in accordance with the requirements of the State of Utah and agrees to notify the Division of Oil, Gas, and Mining in writing of any substantive changes, including cancellation, failure to renew, or other material change. No change shall be effective until at least thirty (30) days after such notice is received by the Division. Any change unauthorized by the Division is considered breach of the RECLAMATION AGREEMENT and the Division may pursue remedies thereunder.

UNDERWRITING AGENT:

Mel Butts  
(Agent's Name)


201-508-2779  
(Phone)

AEGIS Insurance Services  
(Company Agent's Name)

1 Meadowlands Plaza  
(Mailing Address)

East Rutherford, NJ 07073  
(City, State, Zip Code)

The undersigned affirms that the above information is true and complete to the best of his/her knowledge and belief, and that he or she is an authorized representative of the above-named insurance company. (An Affidavit of Qualification must be completed and attached to this form for each authorized agent of officer).

  
(Date, Signature and Title of Authorized Agent of Insurance Company)

Signed and sworn before me by Mel Butts

This 20<sup>th</sup> day of August, 2009

  
(Signature)

**Ivette Brito**  
Notary Public, New Jersey  
My Commission Expires 7-20-14

My commission Expires:

(Date)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/21/2009

<b>PRODUCER</b> Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>PHONE</b> (402) 697-1400 <b>FAX</b> (402) 697-1594		<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> PacifiCorp db Pacific Power, Rocky Mountain Power and PacifiCorp Energy 825 NE Multnomah, #1800 Portland OR 97232 USA		<b>NAIC #</b>	
		INSURER A: Assoc Electric & Gas Ins Serv Ltd -AEGIS 00152L	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

Holder Identifier :

## COVERAGES

SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X0720A1A09 \$35M Excess Liability	08/28/2009	08/28/2010	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	X0720A1A09 \$35M Excess Liability	08/28/2009	08/28/2010	EACH OCCURRENCE	\$35,000,000
						AGGREGATE	\$35,000,000
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
		<b>OTHER</b>					

Certificate No : 570035845245

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Damage due to the use of explosives and subsidence is covered. Insurance Company will notify the State of Utah of any changes or cancellation.

Re: Deer Creek: C/015/0018

## CERTIFICATE HOLDER

## CANCELLATION

State of Utah, Dept of Natural Resources, Division of Oil, Gas & Mining  
1594 W. North Temple, Ste. 1210  
Salt Lake City UT 84180-1203 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

The ACORD name and logo are registered marks of ACORD

©1988-2009 ACORD CORPORATION. All rights reserved

**ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED**

Hamilton, Bermuda

**CERTIFICATE OF INSURANCE**  
(Excess Liability)

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**NAME OF INSURED:** PacifiCorp dba Pacific Power, Rocky Mountain Power and PacifiCorp Energy

**PRINCIPAL ADDRESS:** 825 NE Multnomah, #1800, Portland, Oregon 97232

**POLICY NUMBER:** X0720A1A09      **POLICY From:** August 28, 2009  
**PERIOD:** To: August 28, 2010

**DESCRIPTION OF COVERAGE:** Excess Liability Policy covering claims for Bodily Injury, Property Damage and Personal Injury arising from the operations described below.

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(i) to such extent and for such Limits of Liability (subject always to the terms and Limits of Liability of the Policy) as the Named Insured has agreed to provide insurance for the Certificate Holder under the following contract:  
Cottonwood/Wilberg: C/015/0019  
and (ii) with respect to the following operations:  
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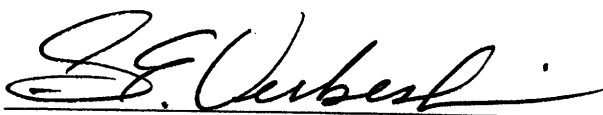
**DATE:** July 21, 2009

**ISSUED TO:** The State of Utah, Dept. of Natural Resources      ("Certificate Holder")  
Division of Oil, Gas & Mining

**ADDRESS:** 1594 West North Temple, Suite 1210, Salt Lake City, UT 84114-5801

Certified Original Copy  
Signed by Steven E. Verbeski, Agent of Record

AEGIS INSURANCE SERVICES, INC.



BY:



At East Rutherford, New Jersey

**CERTIFICATE OF LIABILITY INSURANCE**

**Issued to:  
State of Utah  
Department of Natural Resources  
Division of Oil, Gas, and Mining**

THIS IS TO CERTIFY THAT:

Associated Electric & Gas Insurance Services Limited  
(Name of Insurance Company)

ARGUS Insurance Building, 12 Wesley St. P.O. Box BM 1064, Hamilton, Bermuda  
(Home Office Address of Insurance Company)

HAS ISSUED TO:

PacifiCorp ( Successor in interest to Utah Power & Light)  
(Name of Permittee)

COTTONWOOD/WILBERG  
(Mine Name)

C/015/0019  
(Permit Number)

CERTIFICATE OF INSURANCE:

X0720A1A09  
(Policy Number)

8/28/2009– 8/28/2010  
(Effective Date)

UNDER THE FOLLOWING TERMS AND CONDITIONS:

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- B. The policy shall be maintained in full force during the life of the permit or any renewal thereof, including the liability period necessary to complete all reclamation operations under this chapter.

- C. The policy shall include a rider requiring that the insurer notify the Division whenever substantive changes are made in the policy including any termination or failure to renew.

**IN ACCORDANCE WITH THE ABOVE TERMS AND CONDITIONS**, and the Utah Code Annotated 40-10-1 et seq., the Insurance Company hereby attests to the fact that coverage for said Permit Application is in accordance with the requirements of the State of Utah and agrees to notify the Division of Oil, Gas, and Mining in writing of any substantive changes, including cancellation, failure to renew, or other material change. No change shall be effective until at least thirty (30) days after such notice is received by the Division. Any change unauthorized by the Division is considered breach of the RECLAMATION AGREEMENT and the Division may pursue remedies thereunder.

UNDERWRITING AGENT:

Mel Butts  
(Agent's Name)

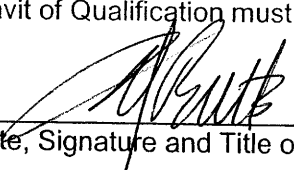
201-508-2779  
(Phone)

AEGIS Insurance Services  
(Company Agent's Name)

1 Meadowlands Plaza  
(Mailing Address)

East Rutherford, NJ 07073  
(City, State, Zip Code)

The undersigned affirms that the above information is true and complete to the best of his/her knowledge and belief, and that he or she is an authorized representative of the above-named insurance company. (An Affidavit of Qualification must be completed and attached to this form for each authorized agent of officer).

 8/20/09  
(Date, Signature and Title of Authorized Agent of Insurance Company)

Signed and sworn before me by Mel Butts

This 20th day of August, 2009



(Signature)

**Ivette Brito**  
Notary Public, New Jersey  
My Commission Expires 7-20-14

My commission Expires:

(Date)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/21/2009

<b>PRODUCER</b> Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
PHONE: (402) 697-1400 FAX: (402) 697-1594		<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> PacifiCorp db Pacific Power, Rocky Mountain Power and PacifiCorp Energy 825 NE Multnomah, #1800 Portland OR 97232 USA		INSURER A: Assoc Electric & Gas Ins Serv Ltd -AEGIS 00152L	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

Holder Identifier :

**COVERAGES**

SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

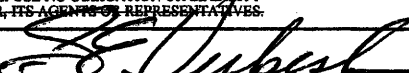
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X0720A1A09 \$35M Excess Liability	08/28/2009	08/28/2010	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC	
						AGG	
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	X0720A1A09 \$35M Excess Liability	08/28/2009	08/28/2010	EACH OCCURRENCE	\$35,000,000
						AGGREGATE	\$35,000,000
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
		<b>OTHER</b>					

Certificate No : 570035845244

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Damage due to the use of explosives and subsidence is covered. Insurance Company will notify the state of Utah of any changes or cancellation.  
Re: Cottonwood/wilburg: C/015/0019

**CERTIFICATE HOLDER****CANCELLATION**

State of Utah, Dept of Natural Resources, Division of Oil, Gas & Mining 1594 W. North Temple, Ste. 1210 Salt Lake City UT 84180-1203 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2009/01)

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**ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED**

Hamilton, Bermuda

**CERTIFICATE OF INSURANCE**  
(Excess Liability)

This Certificate is furnished to the Certificate Holder named below as a matter of information only. Neither this Certificate nor the issuance hereof modifies the policy of insurance identified below (the "Policy") in any manner. The Policy terms are solely as stated in the Policy or in any endorsement thereto. Any amendment, change or extension of the Policy can only be effected by a specific endorsement issued by the Company and attached to the Policy.

The undersigned hereby certifies that the Policy has been issued by Associated Electric & Gas Insurance Services Limited (the "Company") to the Named Insured identified below for the coverage described and for the policy period specified.

Notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this Certificate may be issued or to which it may pertain, the insurance afforded by the Policy is subject to all of the terms of the Policy.

**NAME OF INSURED:** PacifiCorp dba Pacific Power, Rocky Mountain Power and PacifiCorp Energy

**PRINCIPAL ADDRESS:** 825 NE Multnomah, #1800, Portland, Oregon 97232

**POLICY NUMBER:** X0720A1A09      **POLICY**    **From:** August 28, 2009  
**PERIOD:**    **To:** August 28, 2010

**DESCRIPTION OF COVERAGE:** Excess Liability Policy covering claims for Bodily Injury, Property Damage and Personal Injury arising from the operations described below.

**LIMIT OF LIABILITY:** \$ 20,000,000 per occurrence and in the aggregate, where applicable.

**ADDITIONAL INSURED:** The Certificate Holder is an additional Insured under the Policy but only:  
(i) to such extent and for such Limits of Liability (subject always to the terms and Limits of Liability of the Policy) as the Named Insured has agreed to provide insurance for the Certificate Holder under the following contract:  
**Trail Mountain Mine: C/015/0009**  
and (ii) with respect to the following operations:  
**Damage due to the use of explosives and subsidence is covered. Insurance Company will notify State of Utah of any changes or cancellation.**

Should the Policy be cancelled, assigned or changed in a manner that is materially adverse to the Insured(s) under the Policy, the undersigned will endeavor to give 45 days advance written notice thereof to the Certificate Holder, but failure to give such notice will impose no obligation or liability of any kind upon the Company, the undersigned or any agent or representative of either.

**DATE:** July 21, 2009

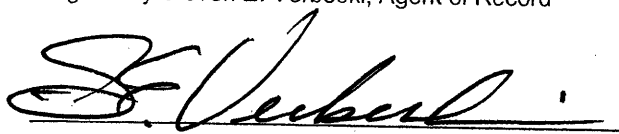
**ISSUED TO:** The State of Utah, Dept. of Natural Resources      ("Certificate Holder")  
Division of Oil, Gas & Mining

**ADDRESS:** 1594 West North Temple, Suite 1210, Salt Lake City, UT 84114-5801

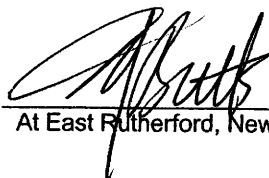
Certified Original Copy

Signed by Steven E. Verbeski, Agent of Record

AEGIS INSURANCE SERVICES, INC.



BY:



At East Rutherford, New Jersey

**CERTIFICATE OF LIABILITY INSURANCE**

**Issued to:  
State of Utah  
Department of Natural Resources  
Division of Oil, Gas, and Mining**

THIS IS TO CERTIFY THAT:

Associated Electric & Gas Insurance Services Limited  
(Name of Insurance Company)

ARGUS Insurance Building, 12 Wesley St. P.O. Box BM 1064, Hamilton, Bermuda  
(Home Office Address of Insurance Company)

HAS ISSUED TO:

PacifiCorp ( Successor in interest to Utah Power & Light)  
(Name of Permittee)

TRAIL MOUNTAIN MINE  
(Mine Name)

C/015/0009  
(Permit Number)

CERTIFICATE OF INSURANCE:

X0720A1A09  
(Policy Number)

8/28/2009- 8/28/2010  
(Effective Date)

UNDER THE FOLLOWING TERMS AND CONDITIONS:

Per R645-301-890 Terms and Conditions for Liability Insurance:

- A. The DIVISION Shall require the PERMITTEE to submit as part of its permit application a certificate issued by an insurance company authorized to do business in the State of Utah certifying that the applicant has a public liability insurance policy in force for the surface coal mining and reclamation operations for which the permit is sought. Such policy shall provide for personal injury and property damage protection in an amount adequate to compensate any person's injury or property damage as a result of the surface coal mining and reclamation operations, including the use of explosives and who are entitled to compensation under the applicable provisions of state law. Minimum insurance coverage for bodily injury and property damage shall be \$300,000 for each occurrence and \$500,000 aggregate.
- B. The policy shall be maintained in full force during the life of the permit or any renewal thereof, including the liability period necessary to complete all reclamation operations under this chapter.

- C. The policy shall include a rider requiring that the insurer notify the Division whenever substantive changes are made in the policy including any termination or failure to renew.

**IN ACCORDANCE WITH THE ABOVE TERMS AND CONDITIONS**, and the Utah Code Annotated 40-10-1 et seq., the Insurance Company hereby attests to the fact that coverage for said Permit Application is in accordance with the requirements of the State of Utah and agrees to notify the Division of Oil, Gas, and Mining in writing of any substantive changes, including cancellation, failure to renew, or other material change. No change shall be effective until at least thirty (30) days after such notice is received by the Division. Any change unauthorized by the Division is considered breach of the RECLAMATION AGREEMENT and the Division may pursue remedies thereunder.

**UNDERWRITING AGENT:**

Mel Butts  
(Agent's Name)


201-508-2779  
(Phone)

AEGIS Insurance Services  
(Company Agent's Name)

1 Meadowlands Plaza  
(Mailing Address)

East Rutherford, NJ 07073  
(City, State, Zip Code)

The undersigned affirms that the above information is true and complete to the best of his/her knowledge and belief, and that he or she is an authorized representative of the above-named insurance company. (An Affidavit of Qualification must be completed and attached to this form for each authorized agent of officer).

 8/20/09  
(Date, Signature and Title of Authorized Agent of Insurance Company)

Signed and sworn before me by Mel Butts

This 20 day of August, 2009

  
(Signature)

**Ivette Brito**  
Notary Public, New Jersey  
My Commission Expires 7-20-14

My commission Expires:

(Date)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/21/2009

<b>PRODUCER</b> Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
PHONE: (402) 697-1400 FAX: (402) 697-1594		<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> PacifiCorp db Pacific Power, Rocky Mountain Power and PacifiCorp Energy 825 NE Multnomah, #1800 Portland OR 97232 USA		INSURER A: Assoc Electric & Gas Ins Serv Ltd -AEGIS 00152L	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

Holder Identifier :

**COVERAGES**

SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X0720A1A09 \$35M Excess Liability	08/28/2009	08/28/2010	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC	
						AGG	
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	X0720A1A09 \$35M Excess Liability	08/28/2009	08/28/2010	EACH OCCURRENCE	\$35,000,000
						AGGREGATE	\$35,000,000
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
		<b>OTHER</b>					

Certificate No : 570035845243

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Damage due to the use of explosives and subsidence is covered. Insurance Company will notify the State of Utah of any changes or cancellation.

Re: Trail Mountain Mine: C/015/0009

**CERTIFICATE HOLDER****CANCELLATION**

State of Utah, Dept of Natural Resources, Division of Oil, Gas & Mining  
1594 W. North Temple, Ste. 1210  
Salt Lake City UT 84180-1203 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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